

Memorandum



Date: November 30, 2004

To: Honorable Chairperson Barbara Carey-Shuler, Ed. D.
and Members, Board of County Commissioners

Agenda Item No. 9(B)(1)(A)

From: George M. Burgess, County Manager

Subject: FY 2004-2005 Developing Arts in Neighborhoods Grants Program
Recommendations

RECOMMENDATION

It is recommended that the Board approve the funding of 48 grants for a total of \$340,000 from the FY 2004-2005 Developing Arts in Neighborhoods Grants Program (DAN).

BACKGROUND

The FY 2004-2005 DAN Program panel convened on October 14, 2004 to review 48 applications requesting \$479,000 for this grants program. The Panel recommended funding all 48 applications for a total of \$340,000. The Cultural Affairs Council approved these recommendations at their meeting on October 27, 2004.

The DAN Program is designed to help arts groups develop management skills and establish short and long-range survival goals by providing funding and technical assistance support to small and emerging grassroots and neighborhood-based arts groups. These groups must present year-round activities directly to ethnic, inner city, rural or tribal, or other underserved audiences and communities and have an annual operating budget of less than \$100,000, based on the last completed fiscal year's operations. Activities may include concerts, performances, artists in residencies, and exhibitions or other projects, which would contribute to the overall cultural development of Miami-Dade County. This program strongly encourages applications from groups whose activities: 1) possess the potential to build audiences and sustained community or neighborhood support for the arts; 2) encourage people to include arts in their everyday lives; 3) are deeply rooted in the cultural life of a neighborhood or community; 4) preserve and embrace the indigenous heritage, traditions, customs, beliefs and/or rituals of a particular culture or ethnic group; and/or 5) enhance community development and/or revitalization efforts. In addition to receiving funding support, grantees participate in the Program's accompanying marketing workshop series.

The Panel specifically evaluated each applicant organization based on the following competitive review criteria: 1) artistic merit; 2) management capability; 3) organizational development; 4) impact on and involvement of Miami-Dade's multicultural community in the organization and program; 5) capacity to attract financial support from other private and public sources as evidenced in matching requirements and in-kind services; and 6) efforts leading to the long-term cultural enrichment of the area proposed to be served.

The organizations and projects recommended for funding reflect Miami-Dade County's ethnic, cultural, artistic and community diversity. Attached is a list describing the projects recommended for funding.

Funding for the Developing Arts in Neighborhoods Program is derived from Departmental proprietary revenues.


Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: November 30, 2004

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No. 9(B)(1)(A)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☒ No committee review

Approved _____ Mayor

Agenda Item No. 9(B)(1)(A)

Veto _____

11-30-04

Override _____

RESOLUTION NO.

RESOLUTION AUTHORIZING APPROVAL OF FORTY-EIGHT GRANTS FROM THE DEPARTMENT OF CULTURAL AFFAIRS' 2004-2005 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM TO ACADEMIA DE LAS LUMINARES DE LAS BELLAS ARTES, INC.; AFRICAN CARIBBEAN AMERICAN PERFORMING ARTISTS (ACAPAI), INC.; ALHAMBRA MUSIC, INC. D/B/A ALHAMBRA ORCHESTRA; ALLIANCE FOR MUSICAL ARTS PRODUCTIONS; ARCA IMAGES, INC.; ARTS AT ST. JOHNS, INC.; ARTZ-N-THE-HOOD, INC.; BALLET ROSARIO SUAREZ CORPORATION; BET BREIRA, INC. - BET BREIRA GALLERY; CENTER FOR ARTISTIC AND CULTURAL EVENTS IN THE COMMUNITY, INC.; CENTER FOR EMERGING ART, INC.; CENTRO CULTURAL DE PUERTO RICO EN EL SUR DE LA FLORIDA, INC.; CIBONEY TRIBE, INC.; CIRCULO LIRICO DE LA OPERA, INC.; CIVIC CHORALE OF GREATER MIAMI, INC.; COMMUNITY ARTS AND CULTURE, INC.; COMMUNITY CONCERT ASSOCIATION F/A FOR THE EDGE THEATER; COMMUNITY PERFORMING ARTS ASSOCIATION, INC.; COVE/RINCÓN INTERNATIONAL, INC.; CREATIVE ARTS ENTERPRISES; DANCE NOW! ENSEMBLE, INC.; DECO ECHO ARTISTS' DELEGATION D/B/A CENTER FOR FOLK AND COMMUNITY ART (CFCA); DIASPORA VIBE CULTURAL ARTS INCUBATOR, INC.; FOOD CULTURE MUSEUM; FREDDICK BRATCHER AND COMPANY, INC.; GREATER MIAMI YOUTH SYMPHONY; HARAMBEE, INC.; HISPANIC-AMERICAN LYRIC THEATRE, INC. F/A FOR ART AND DECORATION, INC.; HOMESTEAD COMMUNITY CONCERT ASSOCIATION, INC.; KAREN PETERSON AND DANCERS, INC.; LOCUST PROJECTS, INC.; MAL-JONAL PRODUCTIONS, INC.; MARTI ARTISTIC REPERTORY THEATER, INC.; MIAMI CHAMBER SYMPHONY; MIAMI CIVIC MUSIC ASSOCIATION; MIAMI CLASSICAL GUITAR SOCIETY INC.; MIAMI CONTEMPORARY DANCE CORPORATION; MIAMI WATERCOLOR SOCIETY, INC.; MZ. GOOSE, INC.; NORTH MIAMI COMMUNITY CONCERT BAND; RHYTHM FOUNDATION, INC. F/A FOR EDGE ZONES, INC.; SOCIEDAD CULTURAL DE SANTA CECILIA, INC.; SOUTH BEACH CHAMBER ENSEMBLE, INC.; SOUTH FLORIDA BLUEGRASS ASSOCIATION, INC.; SOUTH FLORIDA COMPOSER'S ALLIANCE F/A FOR ARTEMIS PERFORMANCE NETWORK; SUNSHINE JAZZ ORGANIZATION, INC.; TEATRO OBSTACULO, INC.; UNCONSERVATORY, THE, INC.. AND AUTHORIZING EXECUTION OF THE GRANT AGREEMENTS AND AUTHORIZING THE COUNTY MANAGER TO EXERCISE THE CANCELLATION PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves funding of forty-eight (48) grants for a total of \$340,000.00 from the Department of Cultural Affairs' 2004-2005 Developing Arts in Neighborhood Grants Program as follows:

- | | | |
|-----|--|---------|
| 1. | Academia de las Luminas de las Bellas Artes, Inc. | \$6,369 |
| 2. | African Caribbean American Performing Artists (ACAPAI), Inc. | 7,572 |
| 3. | Alhambra Music, Inc. d/b/a Alhambra Orchestra | 7,572 |
| 4. | Alliance for Musical Arts Productions | 5,166 |
| 5. | Arca Images, Inc. | 5,166 |
| 6. | Arts at St. Johns, Inc. | 8,595 |
| 7. | Artz-N-The-Hood, Inc. | 7,572 |
| 8. | Ballet Rosario Suarez Corporation | 7,572 |
| 9. | Bet Breira, Inc. - Bet Breira Gallery | 5,467 |
| 10. | Center for Artistic and Cultural Events in the Community, Inc. | 6,971 |
| 11. | Center for Emerging Art, Inc. | 8,595 |
| 12. | Centro Cultural de Puerto Rico en el Sur de la Florida, Inc. | 4,684 |
| 13. | Ciboney Tribe, Inc. | 8,595 |
| 14. | Circulo Lirico De La Opera, Inc. | 6,670 |
| 15. | Civic Chorale of Greater Miami, Inc. | 7,873 |

16.	Community Arts and Culture, Inc.	6,670
17.	Community Concert Association f/a for The Edge Theater	6,971
18.	Community Performing Arts Association, Inc.	6,369
19.	Cove/Rincón International, Inc.	7,271
20.	Creative Arts Enterprises, Inc.	6,369
21.	Dance Now! Ensemble, Inc.	8,234
22.	Deco Echo Artists' Delegation d/b/a Center for Folk and Community Art (CFCA)	8,234
23.	Diaspora Vibe Cultural Arts Incubator, Inc.	9,678
24.	Food Culture Museum	6,068
25.	Freddick Bratcher and Company, Inc.	8,234
26.	Greater Miami Youth Symphony	9,678
27.	Harambee, Inc.	6,369
28.	Hispanic-American Lyric Theatre, Inc. f/a for Art and Decoration, Inc.	5,767
29.	Homestead Community Concert Association, Inc.	6,971
30.	Karen Peterson and Dancers, Inc.	8,595
31.	Locust Projects, Inc.	7,873
32.	Mal-Jonal Productions, Inc.	7,271
33.	Marti Artistic Repertory Theater, Inc.	5,467
34.	Miami Chamber Symphony	6,369
35.	Miami Civic Music Association	3,238
36.	Miami Classical Guitar Society Inc.	7,271

37.	Miami Contemporary Dance Corporation	7,271
38.	Miami Watercolor Society, Inc.	7,271
39.	Mz. Goose, Inc.	7,873
40.	North Miami Community Concert Band	5,767
41.	Rhythm Foundation, Inc. f/a for Edge Zones, Inc.	6,369
42.	Sociedad Cultural de Santa Cecilia, Inc.	6,369
43.	South Beach Chamber Ensemble, Inc.	7,873
44.	South Florida Bluegrass Association, Inc.	6,369
45.	South Florida Composer's Alliance f/a for Artemis Performance Network	8,234
46.	Sunshine Jazz Organization, Inc.	8,234
47.	Teatro Obstaculo, Inc.	6,369
48.	Unconservatory, The, Inc.	8,595

in substantially the form of one of the agreements attached hereto and made a part hereof; and authorizes the County Manager to execute same for and on behalf of Miami-Dade County; and to exercise the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner ,
who moved its adoption. The motion was seconded by Commissioner ,
and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Carlos A. Gimenez	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Dennis C. Moss	Dorrian D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 30th day of November, 2004. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Stephen Stieglitz

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2004-05 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

**FY2004-05
Award**

- 1 Academia de las Luminares de las Bellas Artes, Inc.**
6702 Southwest 25 Terrace, Miami, FL 33155
Organization Established in 1990
2004-2005 Performing Arts Season

\$6,369

Funds are requested to support the 2004-2005 season designed to foster an appreciation of Latin American music and culture. This season features the world premiere of the musical play "Magia" by Pedro Roman, a concert of Cuban music and the musical "Diosas de Papel (Paper Dolls)." All performances will take place at the Miami-Dade County Auditorium in Miami.

- 2 African Caribbean American Performing Artists (ACAPAI), Inc.**
585 Northwest 94 Street, Miami, FL 33150
Organization Established in 1992
ACAPAI On Tour

\$7,572

Funds are requested to support the annual "ACAPAI On Tour." This year-round program presents a series of multicultural activities and workshops in the areas of visual art, dance, theater, arts and crafts and puppetry. Performances and workshops will be presented at the Joseph Caleb Auditorium, local schools, various assisted living facilities and Miami-Dade County housing developments.

- 3 Alhambra Music, Inc. d/b/a Alhambra Orchestra**
7007 Loch Isle Drive South, Miami Lakes, FL 33014
Organization Established in 1995
Fifteenth Concert Season

\$7,572

Funds are requested to support the 2004-2005 season of eight public performances of orchestral music and the continued development of one of the County's few active adult community orchestras. This year, the company seeks continue its development with an emphasis on improving the musical quality of the group, promoting concerts to a wider, more diverse audience and collaborating with schools and other community organizations. The orchestra will perform core programs at Ransom Everglades School in Coconut Grove, with several outreach performances scheduled throughout Miami-Dade County.

- 4 Alliance for Musical Arts Productions**
P.O. Box 170113, Miami, FL 33017
Organization Established in 1993
Musical Arts, Theater and Tutoring (M.A.T.T.) Program

\$5,166

Funds are requested to support the 2004-2005 Musical Arts Theater and Tutoring (M.A.T.T.) program for 35 to 50 at-risk youth between the ages of 7-18 in the Opa-Locka area. This free, year-round theatrical training program will focus on all aspects of theater and musical arts, with participants producing a fully staged at the Joseph Caleb Auditorium as well as tours of various schools in order to gain maximum exposure.

- 5 Arca Images, Inc.**
1 Alhambra Circle, Suite 305, Coral Gables, FL 33134
Organization Established in 1999
Latin American Children in Theater and Art

\$5,166

Funds are requested to support the year round presentations of two children's plays, "The Downtown Witches" and "Let's Explore Hispanic Roots," in elementary public and private schools, public libraries and Miami-Dade College. Stagings of these plays will be presented in both English and Spanish. Additionally, Arca Images will present an exhibition of paintings, prints, drawings and photographs entitled "Latin American Children's Faces" in Little Havana.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2004-05 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

FY2004-05

Award

6 Arts at St. Johns, Inc.

4760 PineTree Drive, Miami Beach, FL 33140

Organization Established in 2000

A Year of Festivals

\$8,595

Funds are requested to support the 2004-2005 "Year of Festivals" program, a year-round arts program which will take place on the grounds of St. John's Church in mid-Miami Beach as well as other area facilities, when necessary. Five festivals will be presented, showcasing a wide range of artistic discipline, including music, dance, visual arts, film, and theatre.

7 Artz-N-The-Hood, Inc.

1300 Northwest 50 Street, Miami, FL 33142

Organization Established in 1994

Culture and Art in the Park

\$7,572

Funds are requested to support "Culture and Art in the Park," a two-part program for youth and elderly/retired residents living in communities surrounding Hadley Park. This program component targeted for area youth will consist of a nine month after school theater technology program designed to teach high school youth basic skills in the areas of lighting, sound, stage and craft production, theater management and public relations. The seniors component provides participants with cultural and performing arts activities. All programs will take place at the Carrie P. Meek Senior and Cultural Center in Miami.

8 Ballet Rosario Suarez Corporation

1067 Southwest 27 Avenue, Miami, FL 33135

Organization Established in 1999

2004-2005 Ballet Season

\$7,572

Funds are requested to support the 2004-2005 season which will highlight a wide variety of dance repertoire and styles. This season include performances of well-known works from classical ballets, ballets with children's themes and zarzuelas. Performances will take place at various locations throughout Miami-Dade, including Little Havana, North Miami Beach and Sweetwater.

9 Bet Breira, Inc. - Bet Breira Gallery

10260 Southwest 92 Terrace, Miami, FL 33176

Organization Established in 1975

Bet Breira Gallery

\$5,467

Funds are requested to support the 2004-2005 season of exhibitions at the Bet Breira Gallery at Bet Breira Congregation in Kendall. The Bet Breira Art Gallery is a public art gallery that provides monthly art exhibits featuring the works of more than 300 local, national and international individual artists. This program will provide members of the surrounding community with access to high quality gallery exhibitions on a year round basis.

10 Center for Artistic and Cultural Events in the Community, Inc.

11311 Southwest 154 Street, Miami, FL 33157

Organization Established in 2002

Neighborhood Artistic and Cultural Events 2005

\$6,971

Funds are requested to support the production of a series of cultural arts festivals taking place in Southwest Miami Dade. Festivals include "A New Year Celebration," "Our Traditional Mother's Day Celebration" and the "CACEC Summer Festival 2005." The Center for Artistic and Cultural Events in the Community was founded to develop high quality arts programs, projects and events for residents and visitors of Southwest Miami-Dade County.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2004-05 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

**FY2004-05
Award**

- 11 Center for Emerging Art, Inc.** **\$8,595**
800 West Avenue #737, Miami Beach, FL 33139
Organization Established in 1995
2004-2005 Annual Programming

Funds are requested to support the Center for Emerging Art's comprehensive schedule of 2004-2005 season of cultural activities which include theater, music, films, poetry, and live performances. Funds will be used to offset costs related to artistic and administrative salaries. The Center for Emerging Art will continue to cultivate its mission by promoting the arts and further develop a cross cultural interaction of our diverse community.

- 12 Centro Cultural de Puerto Rico en el Sur de la Florida, Inc.** **\$4,684**
P.O. Box 6621, Miami, FL 33152
Organization Established in 1999
"Noche Cultural Puertorriqueña" (Puerto Rican Cultural Evening)

Funds are requested to support a series of folkloric cultural festivals designed to showcase Puerto Rican culture, music, art and dance. Six festivals featuring Puerto Rican music, handcrafts, fine arts, literature and culinary offerings are scheduled to take place in the Sweetwater neighborhood of West Miami-Dade and will take place every other month, beginning October 2004.

- 13 Ciboney Tribe, Inc.** **\$8,595**
8614 S.W. 148 Place, Miami, FL 33193
Organization Established in 1998
CACIBAJAGUA: The Place of Emergence

Funds are requested to support a series of ten folk musical and dance presentations by the Ciboney Tribe, which will be produced and hosted by historian, artist and Ciboney descendant Jorge Luis Salt. The performances will take place throughout Miami Dade County at a variety of neighborhoods and venues, including the African Heritage Cultural Arts Center, Tamiami Park Fairgrounds and participating Miami-Dade Public Schools.

- 14 Circulo Lirico De La Opera, Inc.** **\$6,670**
3881 West Flagler Street, #133, Miami, FL 33134
Organization Established in 1996
2004-2005 Opera Season

Funds are requested to support the 2004-2005 opera season featuring three concerts showcasing well-known classical musical selections. A program of music from opera and Spanish zarzuelas will be performed at Saint Michael's Catholic Church in Miami and the Coral Gables Congregational Church. These community opera presentations will feature some of Miami-Dade County's most outstanding local vocal artists, allowing them an opportunity to showcase their talents.

- 15 Civic Chorale of Greater Miami, Inc.** **\$7,873**
13015 Southwest 89 Place, Unit 184, Coral Gables, FL 33176
Organization Established in 1985
2004-2005 Singstation

Funds are requested to support the production of five performances and three free music reading sessions of diverse choral literature, most of which will take place in and around Coral Gables. Repertoire will include large scale classical works, patriotic works accompanied by brass ensemble, multicultural holiday music, the Christmas portion of Handel's "Messiah" and songs by Cole Porter.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2004-05 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

**FY2004-05
Award**

16 Community Arts and Culture, Inc.

12 Northeast 51 Street, Miami, FL 33137

Organization Established in 2002

Community Arts and Culture 2004-2005 Season

\$6,670

Funds are requested to support a series of five community-based festivals and special events presented by Community Arts and Culture. Festivals presented will include the 7th annual Afro Roots World Music Festival, the 2nd annual Afro Roots Sacred Music Concert and the 3rd annual Women and Culture Festival. In addition to its ongoing projects, the company will participate in the Omni Art Street Fair and Kid Basel, to be held in conjunction with Art Basel - Miami Beach. These events feature world music and art, educational workshops, lectures and performances showcasing more than fifty artists.

17 Community Concert Association f/a for The Edge Theater

2333 Brickell Avenue, #417, Miami, FL 33129

Organization Established in 1956

Festival of Three Plays

\$6,971

Funds are requested to support a season of multicultural theater in the Miami Design District. The Edge Theater will produce three theatrical productions, with twelve performances of each piece. The plays will showcase the works of Canadian, British and American playwrights. The Edge Theater mission is to produce the works of new playwrights and the neglected works of well known, established playwrights.

18 Community Performing Arts Association, Inc.

15250 Southwest 108 Avenue, Miami, FL 33157

Organization Established in 2001

Arts in the Street

\$6,369

Funds are requested to support the "Arts in the Street" project, an outdoor concert/festival series in Sweetwater. These outdoors festivals will be held on a quarterly basis throughout the year and will feature visual art exhibits, music, arts and crafts, ethnic foods and dance presentations that celebrate the Hispanic heritage of the Sweetwater community.

19 Cove/Rincón International, Inc.

P.O. Box 65-4710, Miami, FL 33265

Organization Established in 1995

2004-2005 Season

\$7,271

Funds are requested to support the 2004-2005 season of events which includes monthly presentations by local, national and international artists at Florida International University - South Campus and Kendall, education and outreach programs and the publication of the organization's quarterly magazine. The organization, founded in 1995, is dedicated to fostering collaborations among artists by providing them with a forum to showcase and create their work.

20 Creative Arts Enterprises

59 Northeast 46 Street, Miami, FL 33137

Organization Established in 2002

2004-2005 Season of Events

\$6,369

Funds are requested to support a series of small-cast musicals and Off-Broadway plays that provide entertainment to niche markets. This year, the company will present a series of theatrical productions with emphasis toward gay and lesbian sensibilities. All productions will be mounted locally and employing South Florida artists, as well as nationally recognized talent.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2004-05 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

**FY2004-05
Award**

- 21 Dance Now! Ensemble, Inc.** **\$8,234**
P.O. Box 416525, Miami Beach, FL 33141
Organization Established in 1998
2004-2005 Dance Now! Season
- Funds are requested to support the 2004-2005 season of the Dance Now! Ensemble, which includes the Annual Concert Season, the Miami Beach Dance Festival in North Beach, various in-studio performances and community outreach programs. This season of activities intends to support the Dance Now! Ensemble's mission to create and develop a permanent voice in contemporary modern dance-theatre that is identifiable with South Florida, build community, promote diversity and help audiences gain an insight and deeper understanding of dance as an art form.
- 22 Deco Echo Artists' Delegation d/b/a Center for Folk and Community Art (CFCA)** **\$8,234**
1800 Michigan Avenue, #3, Miami Beach, FL 33139
Organization Established in 1988
Telling Stories Through Visuals Workshop and Movable Mural/Tapestry Exhibit
- Funds are requested to support the year-round creative writing/drawing workshop series and traveling mural exhibition, "Telling Stories Through Visuals Workshops." The 2004-2005 series will include "Teen Date Abuse and Violence," a display of stories and artwork created by teenagers who relate experiences with verbal, physical and sexual abuse; "Living with HIV/AIDS," a movable mural of artwork and stories by people of all ages who are infected and affected by the HIV virus; and "What it Feels Like to Grow Older ... Ten Years Later," an intergenerational project involving Baby Boomers and senior citizens.
- 23 Diaspora Vibe Cultural Arts Incubator, Inc.** **\$9,678**
686 Northeast 56 Street, Miami, FL 33137
Organization Established in 1998
Caribbean Crossroads Series
- Funds are requested to support the 2004-2005 season of events for the gallery, located in the Miami Design District. The organization, dedicated to support new and emerging Caribbean and Hispanic artists, will present six mini-residencies and feature their work during the gallery's "Second Thursday Gallery" events. In addition, the organization will host multiple open forum gallery events throughout the year, offer free workshop space for new and emerging artists and present a lecture series for artists and residents of the area.
- 24 Food Culture Museum** **\$6,068**
2417 North Miami Avenue, Miami, FL 33127
Organization Established in 2000
2004-2005 Food Cultural Series of Events
- Funds are requested to support a series of community based events taking place at the Food Culture Museum in the neighborhoods of Wynwood. The museum will present "A Multicultural Barbecue," "A Swamp Cabbage Tasting Festival" and "Night of San Juan." All programs are designed explore, collect, document and present the different foods of the world and the relationship between food and different cultures.
- 25 Freddick Bratcher and Company, Inc.** **\$8,234**
5900 Southwest 63 Avenue, Miami, FL 33143
Organization Established in 1980
Neighborhood Dance Project
- Funds are requested to support the company's 2004-2005 season. Institutional support will enable FBC to bring its innovative cross-cultural repertoire and high caliber dancers to present performances, lecture-demonstrations and/or master classes to communities throughout Miami-Dade County. Activities will take place at various venues, including outdoor parks, public libraries and the African Heritage Cultural Arts Center in Liberty City.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2004-05 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

**FY2004-05
Award**

- 26 Greater Miami Youth Symphony** **\$9,678**
P.O. Box 43-1125, Miami, FL 33243
Organization Established in 1976
2004-2005 Concert Series of the Greater Miami Youth Symphony
- Funds are requested to support the Greater Miami Youth Symphony's Concert Series, part of the Greater Miami Youth Symphony 53rd season. This year, the GMYS will present chamber music concerts, a Holiday Concert, a piano concerto competition and a Season Finale. All concerts will be performed by the young musicians of the Greater Miami Youth Symphony and include collaborations with other artists and presenters in the community.
- 27 Harambee, Inc.** **\$6,369**
11358 Southwest 167 Street, Miami, FL 33157
Organization Established in 1998
Sandra Smiles, All Art and Movements of Culture
- Funds are requested to support the artistic, marketing, and administrative expenses of the organization's 2004-2005 year-round programs. Harambee seeks to empower children to develop strong artistic and academic skills by providing ongoing classes as well as performance and exhibition opportunities. This year's programs will include dance, drum and art classes to take place in Overtown and Cutler Ridge as well as visual arts exhibits and monthly performances.
- 28 Hispanic-American Lyric Theatre, Inc. f/a for Art and Decoration, Inc.** **\$5,767**
9130 Southwest 123 Avenue Court, Miami, FL 33186
Organization Established in
2004-2005 Arts Activities
- Funds are requested to support the 2004-2005 season of Art and Deco. The season includes arts activities that highlight various disciplines, including dance, music, theatre and arts and crafts. Events will take place at the Manuel Artime Theater in Little Havana and Teatro Avante in Coral Gables.
- 29 Homestead Community Concert Association, Inc.** **\$6,971**
P.O. Box 901082, Homestead, FL 33090
Organization Established in 1976
2004-2005 Concert Season
- Funds are requested to support the 2004-2005 concert season of the Homestead Community Concert Association. This year, the HCC Association will present eight musical performances featuring vocal, instrumental and musical theater. Performances will take place at the South Dade High School Auditorium and ArtSouth Performance Center (Old Baptist Church) in Homestead. The HCC Association will continue to implement an aggressive marketing campaign in an effort to expand their audience base.
- 30 Karen Peterson and Dancers, Inc.** **\$8,595**
11760 S.W. 72 Avenue, Miami, FL 33156
Organization Established in 1986
The 15th Annual Dance Cultural Season at Excello
- Funds are requested to support general operating costs associated with the creation and production of Karen Peterson and Dancers 15th season of dance. The company will present a series performances, including collaborations with children's music organizations, movement improvisational theater pieces, a young choreographers showcase and the Peterson and Dancers Company performing contemporary works from the repertory. All performances will take place at the company's performance facility, the Excello Dance Space, located in Unincorporated Miami-Dade County.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2004-05 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

**FY2004-05
Award**

- 31 Locust Projects, Inc.** **\$7,873**
105 Northwest 23 Street, Miami, FL 33127
Organization Established in 1998
2004-2005 Exhibition Series
- Funds are requested to support the Locust Projects 2004-2005 exhibition series, a contemporary visual art series that provides exhibition opportunities and public exposure for experimental visual artwork created by local emerging artists. All of the exhibitions will be held at the Locust Projects' warehouse gallery in Wynwood, located near the Miami Design District.
- 32 Mal-Jonal Productions, Inc.** **\$7,271**
16713 Southwest 107 Place, Miami, FL 33157
Organization Established in 1978
Mal-Jonal Theater Season 2004-2005
- Funds are requested to support the presentation of three theatrical performances targeted for Miami-Dade County school-aged children. The three programs will highlight multicultural education and literacy under the umbrella of a student enrichment project. Performances will take place at Richmond Heights Middle School Auditorium, Miami-Dade County Bayside Park and Christ the King Church Hall in Pinecrest.
- 33 Marti Artistic Repertory Theater, Inc.** **\$5,467**
900 Southwest 1 Street, Miami, FL 33130
Organization Established in 1988
2004-2005 Theater Season
- Funds are requested to support the 2004-2005 performing arts series at the Manuel Artime Theater in Little Havana and various public schools. The company will present the plays "Don Juna Tenorio" and the musical review "Spring is Here." In addition, the company will work with area students and various children's performances, including a talent show, the annual Christmas program and other cultural events.
- 34 Miami Chamber Symphony** **\$6,369**
5690 North Kendall Drive, Miami, FL 33156
Organization Established in 1981
Free Concerts for the General Public
- Funds are requested to support musicians' salaries for the 2004-2005 season. The Miami Chamber Symphony will present a series of four free concerts showcasing internationally renowned artists and local musical talent. Concerts will be presented at the Maurice Gusman Concert Hall at the University of Miami campus in Coral Gables, the Wertheim Performing Arts Center at Florida International University and the Manuel Artime Performing Arts Center in Little Havana.
- 35 Miami Civic Music Association** **\$3,238**
5360 Southwest 87 Avenue, Miami, FL 33165
Organization Established in 1932
2004-2005 Concert Series

Funds are requested to support the 2004-2005 concert season of the Miami Civic Music Association (MCMA). The MCMA, dedicated to presenting year-round performances of classical music, will present a series of six concerts showcasing some of today's most talented artists. All concerts will be presented at the Maurice Gusman Concert Hall at the University of Miami in Coral Gables.

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**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2004-05 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

*FY2004-05
Award*

- 36 Miami Classical Guitar Society Inc.**
10630 Southwest 126 Avenue, Miami, FL 33186
Organization Established in 1988
2004-2005 Guitar Concert Series

\$7,271

Funds are requested to support the 2004-2005 Guitar Concert Series which will take place at the Wolfson Campus of Miami-Dade College, located in downtown Miami. The series will feature a number of world renowned guitarists such as Carlos Pons from Spain, Jeremy Jouve from France, local guitarist Carlos Molina, Andras Csaki from Hungary and Duo Gabriel Guillen from Austria.

- 37 Miami Contemporary Dance Corporation**
1919 Purdy Avenue, Miami Beach, FL 33139
Organization Established in 2000
2004-2005 Major Performance Season

\$7,271

Funds are requested to support the 2004-2005 performance season of contemporary dance which include four major programs: "Tango Undressed" and "Neruda" in February 2005, "Where I-95 Ends" in May 2005 and "MCDC - 5 Years in 5 Pieces" in June 2005. Performances are scheduled to take place at the Jackie Gleason Theater of the Performing Arts, Ransom Everglades in Coconut Grove and the Colony Theater in Miami Beach. These performances continue the company's goal to build audiences that support contemporary dance in Miami and bring it to its highest level.

- 38 Miami Watercolor Society, Inc.**
8738 S.W. 114 Place, Miami, FL 33173
Organization Established in 1974
Annual Program of Demonstrations, Workshops and Exhibitions

\$7,271

Funds are requested to support the 2004-2005 season, featuring a series of exhibitions and public workshops conducted by nationally recognized water media artists. Watermedia artists will demonstrate their work at the organization's monthly meetings and serve as jurors on the organization's selection committee for exhibitions. In addition, the Miami Watercolor Society provides student exhibitions, senior citizens' activities and produce publications about the art form.

- 39 Mz. Goose, Inc.**
10203 S.W. 169 Terrace, Miami, FL 33157
Organization Established in 1994
Oral History Research and Exhibition of the West Perrine Pioneers IV

\$7,873

Funds are requested to support phase seven of the Oral History Research and Exhibition of West Perrine Pioneers. The exhibition highlights the migration of pioneers to Perrine and includes information on the economic conditions, social life and survival skills encountered during the years of the community. Twelve residents with firsthand knowledge about the pioneers will be identified and reflected in the exhibit. Ongoing exhibits will be held throughout the County.

- 40 North Miami Community Concert Band**
734 North Crescent Drive, Hollywood, FL 33021
Organization Established in 1982
2004-2005 Concert Series

\$5,767

Funds are requested to support the 2004-2005 season of nine concerts which include light classics, marches, overtures, show tunes and music from the "Big Band" era. Performances are scheduled to take place at a number of neighborhood venues, including the Gwen Margolis Community Center and Griffing Park. The orchestra will also produce its annual Fourth of July Concert and fireworks display at FIU - North Campus and participate in the Thanksgiving Day Parade in North Miami.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2004-05 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

**FY2004-05
Award**

- 41 Rhythm Foundation, Inc. as f/a for Edge Zones, Inc.**
2214 North Miami Avenue, Miami, FL 33127
Organization Established in 2004
Edge Zones Exhibitions Schedule 2004-2005

\$6,369

Funds are requested to support the 2004-2005 multimedia arts exhibition programs for Edge Zones. Programs will take place at the World Arts Building, a 12,000 square foot building providing exhibition space located in the Wynwood neighborhood of Miami. Works presented represent those of local and international emerging and established artists.

- 42 Sociedad Cultural de Santa Cecilia, Inc.**
7860 S.W. 32 Street, Miami, FL 33155
Organization Established in 1996
2004-2005 Santa Cecilia Music Concerts and Cultural Gatherings

\$6,369

Funds are requested to support the fine arts programs and administration of the Santa Cecilia Cultural Society in season 2004-2005. This year's program includes monthly artists' showcases, cultural education programs, annual prized contests in art, literature, and poetry, as well as the annual concert series. The concert series will be held at Florida International University - University Park Campus and will be featuring Miami's most prominent Hispanic music artists as well as emerging musicians.

- 43 South Beach Chamber Ensemble, Inc.**
1300 Pennsylvania Avenue, #8C, Miami Beach, FL 33139
Organization Established in 2001
Music in Beautiful Spaces

\$7,873

Funds are requested to support the 2004-2005 season of outreach performances for the South Beach Chamber Ensemble. Performances will be held throughout Miami-Dade County, including the Central Presbyterian Church in Miami, the Bass Museum of Art and St. John's on the Lake Methodist Church on Miami Beach.

- 44 South Florida Bluegrass Association, Inc.**
256 South Coconut Lane, Miami Beach, FL 33139
Organization Established in 1973
Twelve Monthly Bluegrass Music Festivals

\$6,369

Funds are requested to support the 2004-2005 series of monthly mini-festivals featuring local and nationally known bluegrass musicians. These festivals will be held on the first Sunday of every month (second Sunday on major holiday weekends) at grounds of the Ives Estates Optimist Club in North Miami Beach.

- 45 South Florida Composer's Alliance f/a for Artemis Performance Network**
P.O. Box 01-2346, Miami, FL 33101
Organization Established in 1999
Artemis 2004-2005 Season Projects

\$8,234

Funds are requested to support projects presented by Artemis Performance Network, a presenting organization dedicated to the development, presentation and touring of interdisciplinary, participatory and performance-based artists, predominately from South Florida. This season, Artemis will present a series of community-based performances, with events taking place throughout Miami-Dade county. Events will showcase various artistic disciplines, including visual arts, dance and film.

**MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
FY2004-05 DEVELOPING ARTS IN NEIGHBORHOODS GRANTS PROGRAM**

**FY2004-05
Award**

46 Sunshine Jazz Organization, Inc.

1330 Northwest 93 Street, Miami, FL 33147

Organization Established in 1986

The 15th Annual Jazz on Wheels and Jazz Jams for Youths

\$8,234

Funds are requested to support the 2004-2005 educational outreach programs, "Jazz On Wheels" and "Jazz Jams for Youth." These programs are designed to promote jazz education for all ages and includes knowledge of the history, rhythm and instruments while cultivating both an awareness and appreciation for the indigenous American classical art form of jazz.

47 Teatro Obstaculo, Inc.

180 Northeast 39 Street, #223, Miami, FL 33137

Organization Established in 2003

Teatro Obstaculo Performance Season 2004-2005

\$6,369

Funds are requested to support the production of the 2004-2005 season of Teatro Obstaculo. The company will present a season of original works, including La Cuarta Pared (The Fourth Wall), Nonato en Utero and Aplaudes con una mano (Clap With One Hand). Panel discussions and audience dialogue about contemporary performance theory as it relates to the work will follow each performance. All performances will take place at the Buena Vista Building, located in Miami's Design District.

48 Unconservatory, The, Inc.

8035 Southwest 26 Street, Miami, FL 33155

Organization Established in 1992

2004-2005 Season of Events

\$8,595

Funds are requested to support a series of concert performances and educational activities to be held at various venues throughout Miami-Dade County. Events will be presented featuring professional and student performers from Miami-Dade and surrounding counties. Concerts will feature acoustic ensembles, including solo and duo piano, jazz trio and quartet, and chamber orchestra and two piano performances.



MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
«PROGRAM NAME»

GRANT AWARD AGREEMENT - ARTICLE I

The Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Mayor and the Board of County Commissioners are pleased to announce that Miami-Dade County has awarded a grant as described herein to «**ORGANIZATION**» (hereinafter referred to as the Grantee). The grant award is the result of an extensive public review process, which found that the Grantee is performing a public service through its programs and projects, and is awarded as follows:

GRANTEE AND GRANT DESCRIPTION

1. GRANTEE: «**ORGANIZATION**» (EIN#«**FEDERAL_ID**»)
«**ADDRESS**», «**CITY**», «**STATE**» «**ZIP**»
2. AMOUNT OF GRANT: «**AWARD**»
3. PROJECT: «**PROJECT_TITLE**»
(as described in the program application and any revisions attached)
4. ITEMIZED PROJECT BUDGET: (as described in the Reinstatement of Project Budget attached hereto)
5. GRANT START DATE: «**PROJECT_START_DATE**»
6. GRANT END DATE: «**PROJECT_END_DATE**»
7. REPORT DEADLINE: «**REPORT_DUE_DATE**»

The Parties hereto have executed this Agreement on the _____ day of _____, 20_____.

MIAMI-DADE COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS:

Clerk, Miami-Dade County
Board of County Commissioners

County Manager/Designee

GRANTEE:

Articles I, II, III, IV and V, together with their exhibits, the Restatement of Project Budget, original application and Universal Affidavit, make up this grant award contract. In signing this article, the undersigned officials, on behalf of the Grantee, certify that they have read and will abide by the terms and considerations set forth in the General Terms and Conditions for Grants (Articles II, III, IV and V) dated September, 2004 as provided with the grant award package, and with those provisions outlined in the notarized and attached Universal Affidavit. Further, the Grantee agrees that the funded project will be executed in substantially the form outlined in the original application as approved for funding; in accordance with the program guidelines of the «**PROGRAM_NAME**»; and within the scope of budget submitted in the attached Restatement of Project Budget.

(Grantee's Corporate Seal)

Signature Authorized Official #1

Printed Name/Title Authorized Official #1

Signature Authorized Official #2

Printed Name/Title Authorized Official #2

MIAMI-DADE COUNTY DEPARTMENT OF CULTURAL AFFAIRS
GENERAL TERMS AND CONDITIONS FOR GRANTS (September, 2004) – ARTICLES II, III, IV and V

ARTICLE II

1. **Parties:** The parties to the Grant Award Agreement, which shall be referenced herein as the "Agreement," are the Grantee listed in Article I.1, and Miami-Dade County, Florida, a political subdivision of the State of Florida. The Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County, and further provides that all functions not otherwise specifically assigned to others under the Charter, shall be performed under the supervision of the County Manager or his designee. The County Manager has delegated the responsibility of administering this grant to the Director of the Miami-Dade County Department of Cultural Affairs, who shall be referred to herein as the "Director."

2. **Amount and Payment of Grant Award:** The total amount of the grant is specified in Article I.2. By making this grant, Miami-Dade County assumes no obligation to provide financial support of any type whatever in excess of the total grant amount. Cost overruns are the sole responsibility of the Grantee. Grant funds will be supplied to the Grantee once the award is approved and subject to the conditions and limitations as outlined in the Agreement and its accompanying articles and attachments.

Miami-Dade County's obligation to pay the award under the Agreement is contingent upon an appropriation by the Miami-Dade County Mayor and the Board of County Commissioners and on the availability of funds. In the event that County funds on which the Agreement is dependent do not materialize or are withdrawn, the Agreement is terminated and the County has no further liability to the Grantee, beyond that already incurred by the termination date. In the event of a County revenue shortfall, the total grant will be reduced accordingly. Such termination or reduction of the total grant shall not affect the responsibility of the Grantee under the Agreement as to those funds distributed.

3. **Project Description:** The Grantee may use the grant only for the purposes which are specifically described in Article I.3, designated "Project," as documented in the Grantee's program application and in accordance with the published guidelines of the grant program through which this grant is being awarded. Any necessary changes in the scope of the project are cited in the attached Restatement of Project Budget. Further, it is expressly understood and agreed that the Grantee's program(s) supported by these grant funds must be open and accessible to the public, provide public exposure and benefit the public unless otherwise noted under Article V, "Special Conditions," of the Agreement.

Minor project revisions believed to be necessary for the purpose of completing the project, but which do not substantially alter the original project, its quality, impact, or benefit to the organization, the County or its citizens, must be requested in writing to the Director sufficiently prior to implementation of revisions for the Director's approval. Minor revisions include, but are not limited to those affecting project scope, venue, timeframe and participants. The Director will make the final determination on revisions within fourteen (14) business days of the date of receipt of the request in the Department of Cultural Affairs' offices.

4. **Project Budget:** The Grantee agrees to demonstrate fiscal stability and the ability to administer grant funds responsibly and in accordance with standard accounting practices by developing and adhering to a project budget that is based upon reasonable revenue development and expenditures projected to accomplish the project covered under the Agreement. This budget is referenced in Article 1.4. and is attached to the Agreement as the Restatement of Project Budget, and the Grantee agrees that all expenditures will be subject to the terms of the Agreement and will not significantly deviate from the budget included as a part of the Grantee's application or funding request information provided to the Miami-Dade County Department of Cultural Affairs. Budget revisions including line item changes which substantially alter the original project budget that may be necessary for the purpose of completing the project, must be requested in writing to the Director prior to implementation of revisions for the Director's review. The Grantee agrees and expressly understands that project budget changes may not exceed twenty-five percent (25%) of the total amount of the grant award. The Director will approve or disapprove the Grantee's request in writing within fourteen (14) business days of the date of receipt of the request in the Department's offices.

5. **Grant End Date:** The Grantee shall encumber all grant and matching funds on or before the Grant End Date as outlined in Article I.6. Any grant funds not encumbered by the Grant End Date or for which a project extension has not been requested, or any encumbered funds not expensed within forty-five (45) days of the Grant End Date shall revert to the Department and the Agreement shall be terminated in accordance with Article II.14. A project extension may be requested in writing from the Director at least thirty (30) business days prior to the Grant End Date. The Director, at his discretion, may grant an extension of up to one (1) year of the Grant End Date so long as such extension will not significantly alter the project including its quality, impact, or benefit to the organization, the County or its citizens.

6. **Report Deadline:** To demonstrate that the Grantee has used the grant award in accordance with the project as approved (Article I.3.) and the Itemized Project Budget (Article I.4.) as attached to the Agreement as the Restatement of Project Budget, and has met and fulfilled all requirements as outlined in the Agreement, original application, and any other substantive materials as may be attached or included as a condition to this grant award, the Grantee must submit to the Director or his designee, a written Final Report documenting that the Grantee is meeting or has fulfilled all project and financial requirements. This report is to be received by the Director or his designee by the date specified in Article 1.7. in the form specified by the grant program through which this grant is being awarded. The Director, at his sole discretion, may require the Grantee to submit interim reports demonstrating progress on the project and accounting for project expenses to date. The Director may also require that a

compilation statement or independent financial audit encompassing the entire grant period and accounting for the expenditure of grant funds be prepared by an independent certified public accountant at the expense of the Grantee.

With the exception of grants made through the Major Cultural Institutions Grants Program and the Cultural Advancement Grants Program, the Grantee shall attach to the Final Report, copies of original documentation conclusively demonstrating the expenditure of funds for the items indicated in the Restatement of Project Budget as grant award expenses. Documentation shall include, but not be limited to, copies of original bills, invoices, vouchers, receipts, and copies of canceled checks (front and rear) clearly designating payment for expenses associated with the event. Cash transactions are not acceptable unless a copy of a contract, invoice, receipt or other documentation supporting such cash payment is received, marked "paid" and signed by the recipient of the cash. The Director reserves the right to request original documentation to substantiate grant expenditures.

In the case of grants made through the Major Cultural Institutions Grants Program, the Grantee shall submit an independent financial audit of the fiscal year encompassing the grant period as part of its Final Report. If an audit is not prepared in time to meet the Final Report deadline, a compilation statement encompassing the grant period prepared by an independent certified public accountant or corporate financial officer, attesting to the Grantee's financial position as reported and to the Grantee's total compliance with the provisions of the grant, may be submitted in the interim until such time as the final audit is available.

In the event that the Grantee fails to submit the required Final Report by the deadline date specified in Article 1.7., the Director may terminate the Agreement in accordance with Article II.14. Further, the Director or his designee must approve this report before the Grantee is deemed to have met all conditions of the grant award.

7. **Program Monitoring and Evaluation:** The Director or his designee may monitor and conduct an evaluation of the Grantee's operations and the project for which this grant is provided, which may include visits by County representatives to: observe the project or Grantee's programs, procedures, and operations; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of these funded events and activities.

Upon request, the Grantee shall provide the Director with notice of all meetings of its Board of Directors or governing board, general activities and project-related events. In the event the Director or his designee conclude, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of the Agreement, is not fulfilling other program requirements or stipulations for which this Grant has been provided or for other reasons which significantly impact on the Grantee's ability to fulfill the conditions of this grant award, the Director or his designee must provide in writing to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, notice of the inadequacy or deficiencies noted which may significantly impact on the Grantee's ability to complete the project or fulfill the terms of the Agreement within a reasonable time frame. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such notice, the Director, at his discretion, may take other actions, which may include the withholding, reduction or rescission of grant funds until such time as the Grantee can demonstrate that such issues have been corrected.

Further, in the event that the Grantee refuses or is unable to address the areas of concern and the grant award has been disbursed in full or in part, then the Director may request the return of the full or partial grant award. The Director may also institute a moratorium on applications from the Grantee to Department of Cultural Affairs grants programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the Director, whichever occurs first.

8. **Bank Accounts and Bonding:** Monies received pursuant to the Agreement shall be kept in accounts in established Florida banks, credit unions or savings and loan associations whose identity shall be disclosed in writing, with the identity and title of individuals whom the Grantee authorizes to withdraw or write checks on grant funds from the banking institution identified on the "Bank Account Disclosure" form submitted by the Grantee. These accounts need not be accounts which are segregated from other accounts maintained by the Grantee. However, it is highly recommended that the Grantee maintain a separate account for these grant funds.

9. **Accounting and Financial Review:** The Grantee must keep accurate and complete books and records for all receipts and expenditures of this grant award and any matching funds required in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with this grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in Miami-Dade County in a secure place and in an orderly fashion by the Grantee for at least two (2) years after: the Grant End Date specified in Article I.6.; the expiration of an extended grant period as approved by the Director; the completion of a County requested or mandated audit or compliance review; the conclusion of a legal action involving the grant award, the Grantee and/or project or activities related to the grant award.

The Director or his designee may examine these books, records and documents at the Grantee's offices or other approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the Director may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, whether or not purported to be related to this grant.

10. **Publicity and Credits:** The Grantee must include the following credit line in all promotional and marketing materials related to this grant including web sites, news and press releases, public service announcements, broadcast media, event programs, and publications: "With the support of the Miami-Dade County Department of Cultural Affairs and the Cultural Affairs Council, the Miami-Dade County Mayor and Board of County Commissioners."

The grantee must also use the Department's logo in marketing and publicity materials whenever possible. Please call the Department to request an electronic logo file.

11. **Liability and Indemnification:** It is expressly understood and intended that the Grantee, as the recipient of grant funds, is not an officer, employee or agent of Miami-Dade County, its Board of County Commissioners, its Mayor, the Department of Cultural Affairs or the Cultural Affairs Council. Further, for purposes of the Agreement and the grant project or activity, the parties hereto agree that the Grantee, its officers, agents and employees are independent contractors.

The Grantee shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as nor give the appearance of that of an agent, servant, joint venturer, collaborator or partner of the Department of Cultural Affairs, the Cultural Affairs Council, the Miami-Dade County Mayor, the Miami-Dade County Board of County Commissioners, or its employees.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the project. The Grantee may subcontract as necessary to perform the services set forth in the Agreement, including entering into subcontracts with vendors for services and commodities, provided that it is understood by the Grantee that Miami-Dade County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract, and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, law suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by the Agreement or otherwise provided shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the County or its officers, employees, agents and instrumentalities as herein provided.

12. **Assignment:** The Grantee is not permitted to assign this grant award or any portion thereof. Any purported assignment will render this grant null and void and the Grantee shall be subject to immediate rescission of the full amount of the grant award and reimbursement by the Grantee of its full value to the County.

13. **Compliance with Laws:** It shall be a contractual obligation of the Grantee hereunder, that during the term of the Agreement, the Grantee agrees to abide by and be governed by all applicable federal, state and county laws and the terms of grants made to Miami-Dade County and the Miami-Dade County Department of Cultural Affairs and Cultural Affairs Council, of which this grant is a sub grant, including, but not limited to the following Miami-Dade County Ordinances, Resolutions, sections of the County Code and federal laws:

- (a) County Ordinance No. 72-82 - Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance - as amended, which is incorporated herein by reference as if fully set forth herein;
- (b) Section 2-8.1- of the Miami-Dade County Code - Ownership Disclosure;
- (c) County Ordinance No. 90-133- Amending Sec. 2-8.1; (d)(2) - Employment Disclosure;
- (d) Section 2-8.6 -of the County Code - Criminal Record;
- (e) County Resolutions R-202-96, R-206-96, R-13211-99;
- (f) County Ordinance No. 92-15 codified as Section 2-8.1.2 of the County Code - Employment Drug-free Workplace;
- (g) County Ordinance No. 142-91 codified as Section 11A -29 et. seq. of the County Code - Family Leave;
- (h) County Resolution R-385-95 - Miami-Dade County Disability Nondiscrimination Affidavit, incorporating the following Federal laws and Acts:
 - (1) The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment;
 - (2) Title II, Public Services;
 - (3) Title III, Public Accommodation and Services Operated by Private Entities; and Section 504 of the Rehabilitation Act of 1973;
 - (4) Title IV, Telecommunications;

- (5) Title V, Miscellaneous Provisions: The Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair House Act as amended, 42 U.S.C. Section 3601 - The foregoing requirements of this section shall not pertain to contracts with the United States or any department or agency thereof, or the State or any political subdivision or agency thereof or any municipality of this State;
- (i) Section 2-8.1 (c) of the County Code regarding Delinquent and Currently Due Fees or Taxes;
- (j) Resolution R-1206-97 regarding Welfare Reform Work Participation.

The Grantee has certifiably indicated compliance with these laws, ordinances and resolutions by properly executing the affidavits attached hereto.

Further, all funded activities must provide equal access and equal opportunity in employment and services, and may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation or physical ability, in accordance with Title VI and Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972 as amended (42 U.S.C. 2000d et seq.), the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, and Miami-Dade County ordinances No. 97-170, § 1, 2-25-97 and No. 98-17, § 1, 12-1-98.

14. **Remedies:** In the event the Grantee shall fail to materially conform with any of the provisions of the Agreement or its attachments referenced herein, the Director may withhold or cancel all, or any, unpaid installments of the grant upon giving five (5) calendar days written notice to the Grantee, and the County shall have no further obligation to the Grantee under the Agreement. Further, in the event of a material breach of any term or condition of the Agreement, upon five (5) calendar days written demand by the Director, the Grantee shall repay to Miami-Dade County all portions of the grant which have been received by the Grantee, but which have not actually been disbursed by the Grantee as of the date that the written demand is received.

In the event this grant is canceled or the Grantee is requested to repay grant funds because of a breach of the Agreement, the Grantee will not be eligible to apply to the Miami-Dade County Department of Cultural Affairs for another grant for a period of one (1) year, commencing on the date the Grantee receives notice in writing of the breach of the Agreement. Further, the Grantee will be liable to reimburse Miami-Dade County for all unauthorized expenditures discovered after the expiration of the grant period. The Grantee will also be liable to reimburse the County for all lost or stolen grant funds.

Grant funds which are to be repaid to Miami-Dade County pursuant to this Section or other Sections in the Agreement, are to be repaid by delivering to the Director a certified check for the total amount due, payable to the Miami-Dade County Board of County Commissioners.

These provisions do not waive or preclude the County from pursuing any other remedy, which may be available to it under the law.

15. **Indulgence Will Not Be A Waiver of Breach:** The indulgence of either party with regard to any breach or failure to perform any provision of the Agreement shall not be deemed to constitute a waiver of the provision or any portion of the Agreement either at the time the breach or failure occurs or at any time throughout the term of the Agreement.

16. **Written Notices:** Any written notices required under the Agreement will become effective when delivered in person or upon the receipt of a certified letter addressed to the Grantee at the address specified in Article I.1 of the Agreement, and to the Director when addressed as follows: Director, Miami-Dade County Department of Cultural Affairs, 111 NW First Street, Suite 625, Miami, Florida 33128.

17. **Captions Used in the Agreement:** Captions as used in the Agreement are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

18. **Contract Represents Total Agreement:** The Agreement, including its special conditions and attachments, represents the whole and total agreement of the parties. No representations, except those contained within the Agreement and its attachments, are to be considered in construing its terms. Other than as specified in this agreement, no modifications or amendments may be made to the Agreement unless made in writing, signed by both parties, and approved by appropriate action by the Miami-Dade County Board of County Commissioners and Mayor.

ARTICLE III - INSURANCE

The Grantee must maintain and shall furnish upon request to the Director or his designee, certificates of insurance indicating that insurance has been obtained which meets the requirements as outlined below:

1. Workers' Compensation Insurance for all employees of the Grantee as required by Chapter 440 Florida Statutes.
2. Public Liability Insurance on a comprehensive policy in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the project,

in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

The insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

1. The Company must be rated no less than "B" as to the management, and no less than "Class V" as to financial strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division; or,
2. The Company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Insurance, and is a member of the Florida Guaranty Fund.

Certificates must indicate that no modification or change in insurance shall be made without thirty (30) days advance written notice to the certificate holder.

Modification or waiver of any of the aforementioned insurance requirements is subject to the approval of the County's Risk Management Division. The Grantee shall notify the County of any intended changes in insurance coverage, including any renewals of existing policies.

ARTICLE IV - TERMINATION

If, for any reason, the Grantee shall fail to fulfill in a timely and proper manner its obligations under the Agreement, or should violate any of the covenants, agreements, or stipulations of the Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination.

Notwithstanding the above, the Grantee shall not be relieved of liability to the County by virtue of any breach of the Agreement by the Grantee, and the County may withhold any payments to the Grantee until such time as the exact amount of damages due to the County from the Grantee is determined.

ARTICLE V - SPECIAL CONDITIONS

None.